



STANDARDS OF APPRENTICESHIP

adopted by

NORTHWEST LABORERS APPRENTICESHIP COMMITTEE

(sponsor)

Skilled Occupational Objective(s):

LABORER

LABORER (CITY OF SEATTLE)

LABORER (SHIPYARD WORKER)

DOT

869.463-580

869.463-580

869.463-580

Term

4000 HOURS

4000 HOURS

4000 HOURS



APPROVED BY

Washington State Apprenticeship and Training Council

REGISTERED WITH

Apprenticeship Section of Specialty Compliance Services Division

Washington State Department Labor and Industries

Post Office Box 44530

Olympia, Washington 98504-4530

APPROVAL:

JULY 21, 1983

Initial Approval

JULY 16, 2004

Committee Amended

JANUARY 21, 2005

Standards Amended (review)

JULY 16, 2004

Standards Amended (administrative)

By: LAWRENCE CROW

Chair of Council

By: PATRICK WOODS

Secretary of Council

NORTHWEST LABORERS APPRENTICESHIP COMMITTEE

The Washington State Apprenticeship and Training Council (WSATC) has the authority to develop, administer, and enforce apprenticeship program standards (Standards) for the operation and success of an apprenticeship and training program in the State of Washington.

Apprenticeship programs and committees function, administer, or relinquish authority only with the consent of the WSATC and only apprentices registered with the supervisor or recognized under the terms and conditions of a reciprocal agreement will be recognized by the WSATC.

Parties signatory to these Standards declare their purpose and policy is to establish and sponsor an organized system of registered apprenticeship training and education.

These Standards are in conformity and are to be used in conjunction with the Apprenticeship Rules, Chapter 296-05 WAC (Washington Administrative Code); Apprenticeship Act, Chapter 49.04 RCW (Revised Code of Washington); The National Apprenticeship Act, 29 U.S.C. (United States Code) 50; Apprenticeship Programs, Title 29 Part 29 CFR (Code of Federal Regulations); and Equal Employment Opportunity in Apprenticeship and Training, Title 29 Part 30 CFR which govern employment and training in apprenticeable occupations. They are part of this apprenticeship agreement and bind all signers to compliance with all provisions of registered apprenticeship. Additional information may need to be maintained by the program that is supplemental to these apprenticeship standards. This information is for purposes of ensuring compliance with decisions of the WSATC and the apprenticeship laws identified above.

If approved by the council, such amendment/s and such changes as adopted by the council shall be binding to all parties. Sponsors shall notify apprentices of changes as they are adopted by the council. If and when any part of these Standards becomes illegal, as pertains to federal and/or state law, that part and that part alone will become inoperative and null and void, and the Department of Labor and Industries (L&I) may adopt language that will conform to applicable law. The remainder of the Standards will remain in full force and effect.

See WAC 296-05-003 for the definitions necessary for use with these Standards.

These Standards have been developed by representatives of the Washington and Northern Idaho District Council of Laborers, the Seattle, Tacoma Chapter of the A.G.C., Inland Northwest Chapter of the A.G.C.; the Oregon Columbia Chapters of the A.G.C.; and the City of Seattle, in conjunction with the Public Service & Industrial Employees Local 1239 of the Laborers International Union - AFL-CIO; and the Puget Sound Metal Trades Council; the Puget Sound Shipbuilders and Ship Repair Employers; and, assisted by the Washington State Department of Labor and Industries, Apprenticeship Section.

I. GEOGRAPHIC AREA COVERED:

The sponsor has no authority to conduct training outside of the geographical area covered by these Standards. The sponsor may enter into an agreement (portability agreements – see WAC 296-05-303(3)) with other apprenticeship committees for the use of apprentices by training agents that are working outside their approved geographic area. Also, if a reciprocity agreement (see WAC 296-05-327) is in place, the out-of-state sponsor may

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use their registered apprentices. The sponsor will ensure compliance with the provisions of any agreement recognized by the WSATC.

A. Laborers and Laborers (Shipyard Workers)

The area covered by these Standards shall be all of Washington State.

B. Laborers (City of Seattle)

The area covered by these Standards shall be all departments of the City of Seattle, Washington.

II. MINIMUM QUALIFICATIONS:

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner (see WAC 296-05-316).

A. General

Age: **At least 18 years of age.**

Education: **Tenth grade education or equivalent.**

Physical: **Must be able to meet the requirements of the trade .**

Testing: **Must take and pass a drug test with a negative finding.**

Other: **All applicants must have a current valid driver's license and should have dependable transportation to all assigned job sites. All applicants shall submit to the Apprenticeship Office and/or Committee a copy of their current valid driver's license, documentation validating 10th grade education or the equivalent.**

B. Specific

1. Laborers (Shipyard Workers)

Other: Satisfactorily complete Laborers Pre-Apprenticeship Training Course.

2. Laborers (City of Seattle)

Testing: Administered by City of Seattle Personnel Department.

III. CONDUCT OF PROGRAM UNDER WASHINGTON EQUAL EMPLOYMENT OPPORTUNITY PLAN:

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Sponsors with five (5) or more apprentices must adopt an Equal Employment Opportunity (EEO) Plan and Selection Procedures (see Part D of Chapter 296-05 WAC and 29 CFR Part 30).

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, sex, color, religion, national origin, age, disability or as otherwise specified by law. The sponsor shall take positive action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the Washington State Apprenticeship and Training Council and Title 29, Part 30 of the Code of Federal Regulations. (WAC 296-05-316(3))

A. Selection Procedures:

1. Laborers and Laborers (Shipyard Workers)

- a. The Apprenticeship Committee or their designee shall determine at their meeting, the number of new apprentices to be accepted after examining the projected work picture and available work force.**
- b. All applications are obtained in the offices of the Apprenticeship Committee at 27055 Ohio Ave., Kingston, WA, 98346-8604 OR 3921 East Francis Ave., Spokane, WA, 99217-6534 and or other locations as authorized by the Apprenticeship Committee. Interested applicants must obtain applications in person or by mail. The application must be completed and submitted to the Apprenticeship Committee's office within thirty (30) days after the application is obtained. Failure to meet the thirty (30) day deadline may void the application.**
- c. All applicants shall submit to the Apprenticeship Committee, or the designated representative, a copy of the documents requested on the application.**
- d. Applications will be available at any Washington State Laborers Local Union and places designated by the Apprenticeship Coordinator. When the application is completed, it will be returned by mail or in person to the office of the Apprenticeship Program as noted on the application. Applications will be accepted throughout the year.**
- e. When the applicant has completed the application and submits all letters certifying employment and/or proof of training, an orientation, an assessment by a Coordinator will follow. The applicant will be notified by mail/phone of the date, time and location of the orientation. The applicant will then be placed on an available-for-apprenticeship list and must stay active on the list by checking in by phone or mail monthly.**

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Those applications evaluated that have been on the list for two (2) years without being reached will be removed from the list.

- f. Should the applicant submit additional letters certifying employment and/or proof of training after the initial orientation, the applicant will be re-evaluated at least annually for additional points.
- g. When the program offers a Pre-Construction Training Course, the applicants with the highest number of accrued points will be given the first opportunity for training.
- h. Upon satisfactory completion of the Pre-Construction Course, applicants will be ranked and placed on a Ready-For-Dispatch List.
- i. When the Apprenticeship Committee needs to place one or more applicants on a job, the applicant with the highest ranking will be referred first. Thereafter, the apprentices will register on the appropriate local union Out-Of-Work List. Apprentices will be dispatched from the local union list or apprenticeship office ready-for-dispatch list in rotation.
- j. It shall be the responsibility of the applicant to keep the Apprenticeship Committee advised of a current phone number and address where they can be reached upon short notice. Failure of the applicant to comply will void the application.
- k. **EXCEPTIONS:**
 - (1) The order of scores may be superseded to meet JATC affirmative action goals in conformance with the Washington State Apprenticeship and Training Council rules.
 - (2) Individuals, who become members of a local union solely through an organizational effort and are lacking journey worker skills, may receive direct entry into the apprenticeship registration provided they meet the minimum qualifications (see Minimum Qualifications).
 - (3) Graduates of committee approved programs such as Job Corps may receive direct entry into the apprenticeship registration provided they meet the minimum qualifications (see Minimum Qualifications).
 - (4) Individuals relocating from other states or BAT approved Apprenticeship Programs may receive direct entry into the apprenticeship provided the construction craft laborer meets the minimum qualifications (see Minimum Qualifications).

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(5) Employers who have not signed a collective bargaining agreement and wish to have their employees trained, may receive direct entry into apprenticeship registration provided:

- (a) They meet the minimum qualifications. And**
- (b) The employer signs a Contribution Agreement with the Laborers-Employers Training Trust Fund of Washington. And**
- (c) All employers requesting "approved training agent" status shall sign an agreement agreeing to comply with federal or state apprenticeship rules and the appropriate apprenticeship standards. And**
- (d) Are within ratio as determined by the JATC committee.**

2. Laborers (only)

EXCEPTIONS

Native Americans referred from a local Tribal Employment Rights Office (TERO) located in Washington State and Northern Idaho may receive direct entry into the apprenticeship program as a construction craft laborer for work on Federally recognized Reservations provided that:

a. Applicants meet the "TERO Minimum Qualifications" for selection as an apprentice Construction Craft Laborer, which are:

Age:	At least 18 years of age.
Education:	Currently have or are working towards achieving a tenth grade education or equivalent.
Physical:	Must be able to meet the requirements of the trade.
Testing:	Must take and pass a drug test with a negative finding.
Other:	Should have dependable transportation to all assigned job sites.
	Currently have or are working towards achieving a valid drivers license.

b. Agree to meet all of the "Minimum Qualifications" (see Minimum Qualifications) of the apprenticeship standard prior to working off the reservation while working towards a positive career path as a Construction Craft Laborer. And

c. All employers requesting "approved training agent" status shall sign an agreement agreeing to comply with federal or state apprenticeship rules and the appropriate apprenticeship standards. And

d. Are within ratio as determined by the JATC committee.

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3. Laborers (City of Seattle only)

All apprentices will be selected through the Civil Service practices of the City of Seattle.

B. Equal Employment Opportunity Plan:

- 1. To encourage establishment and use of preparatory trade training and to provide that those who engage in such programs are given full and equal opportunity for admission into the apprenticeship program.**
- 2. Grant credit for previous trade experience or trade-related courses for all applicants equally.**
- 3. Engage in other such actions as stated above to insure that recruitment, selection, employment and training of apprentices during apprenticeship shall be without discrimination because of race, color, religion, national origin or sex.**
- 4. Selection from lists of qualified applicants for apprenticeship in other than order of ranking so as to reach women (minority and non-minority) and minorities.**

Discrimination Complaints.

Any apprentice or applicant for apprenticeship who believes they have been discriminated against may file a complaint (WAC 296-05, Part D).

IV. TERM of APPRENTICESHIP:

The minimum term of apprenticeship must not be less than 2000 hours or 12 months of work experience in each occupation identified in these Standards as apprenticeable. The term of apprenticeship must be stated in hours or months of employment.

A. Laborer and Laborer (Shipyard Worker)

The term of apprenticeship shall not be less than 4,000 hours of reasonably continuous employment.

B. Laborer (City of Seattle)

The term of apprenticeship shall not be less than 2 years/4,000 hours of continuous employment with a minimum of 1820 regular hours per year.

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V. INITIAL PROBATIONARY PERIOD:

All apprentices are subject to an initial probationary period, stated in hours or months of employment for which they receive full credit toward completion of apprenticeship. Advance credit/standing will not reduce the initial probationary period. The initial probationary period:

- Is the period following the apprentice's acceptance into the program and during which the apprentice's appeal rights are impaired. The initial probation must not exceed twenty percent (20%) of the term of apprenticeship unless an exemption by the WSATC has been granted for longer probationary periods as specified by Civil Service or law.
- Is the period that the WSATC or the supervisor of apprenticeship may terminate an apprenticeship agreement at the written request by any affected party. The sponsor or the apprentice of the apprenticeship agreement may terminate the agreement without a hearing or stated cause. An appeal process is available to apprentices who have completed the initial probationary period.

1. Laborers

All apprentices employed in accordance with these Standards shall be subject to a probationary period of the first 800 hours of employment.

2. Laborers (Shipyard Workers)

All apprentices employed in accordance with these Standards shall be subject to a probationary period of the first 800 hours of employment.

3. Laborers (City of Seattle)

All apprentices employed in accordance with these Standards shall be subject to the city chart's and the Laborer agreement's probationary period of 12 months and during such probationary period to all the terms of the apprenticeship agreement.

VI. RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS:

Supervision is the necessary education, assistance, and control provided by a journey-level employee that is on the same job site at least seventy-five percent of each working day, unless otherwise approved by the WSATC. The sponsor will assure that apprentices are under the supervision of competent and qualified journey-level workers on the job who are responsible for the work being performed, to ensure safety and training in all phases of the work. Apprentices will work the same hours as journey-level workers,

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EXCEPT where such hours may interfere with related/supplemental instruction. (see WAC 296-05-316(5))

A. Laborers

1. An employer employing one or more Journey-level laborers may employ one apprentice for each five laborers. This is to be interpreted as per job (contract not per crew or per contractor (employer). Each Contractor or contract is separate with their own ratios on the job, this is to be interpreted as...(See Attached).

Laborers	Journey-level workers	Apprentices
1	1	0
2	1	1
3	2	1
4	3	1
5	4	1
6	4	2
7	5	2
8	6	2
9	7	2
10	8	2
11	8	3
12	9	3
13	10	3
14	11	3
15	12	3
16	12	4
17	13	4
18	14	4
19	15	4
20	16	4
21	16	5
22	17	5
23	18	5
24	19	5
25	20	5
26	20	6
27	21	6
28	22	6
29	23	6
30	24	6
31	24	7
32	25	7

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33	26	7
34	27	7
35	28	7
36	28	8
37	29	8
38	30	8
39	31	8
40	32	8
41	32	9
42	33	9

Sequential pattern would continue for remaining numbers.

2. On special project agreements, the contractors may employ apprentices at the ratio of one apprentice for each three laborers in compliance with the project agreement.
3. In the Housing Industry apprentices may be employed at the ratio of one for each journey-level laborer. For the purpose of this section, housing shall be defined as not to exceed four story walk-up type apartments.
4. In the new and expanding segments of the industry as an example asbestos abatement, hazardous material handling and radioactive contaminants, apprentices may be employed at the ratio of one apprentice for each journey-level laborer.
5. The proper ratio of journey-level laborers to apprentices will be maintained when reducing the work force and when transferring employees from project to project. When performing overtime or emergency work, journey-level laborers will be given preference. The above ratio will be followed as closely as possible.
6. The above ratio is subject to the availability of apprentices.

B. Laborer (Shipyard Workers)

1. An employer employing one or more journey-level laborers may employ one (1) apprentice for each three (3) journey-level laborers.
2. On special project agreements, the contractors may employ apprentices at the ratio of one (1) apprentice for each journey-level laborer in compliance with the project agreement.
3. The proper ratio of journey-level laborers to apprentices will be maintained when reducing the work force and when transferring employees from project to project. When performing overtime or emergency work, journey-level

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laborers will be given preference. The above ratio will be followed as closely as possible.

4. The above ratio is subject to the availability of apprentices.

C. Laborer (City of Seattle)

1. An employer employing one or more journey-level laborers may employ an apprentice for each four (4) laborers.
2. The above ratio is subject to the availability of apprentices

VII. APPRENTICE WAGES and WAGE PROGRESSION:

The apprentice will be paid a progressively increasing schedule of wages based on specified percentages of journey-level wage consistent with skills acquired. These may be indicated in hours or monthly periods set by the sponsor. The entry wage will not be less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable federal law, state law, respective regulations, or by collective bargaining agreement.

The sponsor may accelerate, by an evaluation process, the advancement of apprentices who demonstrate abilities and mastery of the occupation to the level for which they are qualified. When the apprentice is granted advanced standing the sponsor must notify the employer/training agent of the appropriate wage per the wage progression schedule specified in these Standards.

A. Laborer

Step	Number of hours/months	Percentage of journey-level rate	Other
1	0000 - 1000 hours	60%	80 total hours of required related training
2	1001 - 2000 hours	70%	160 total hours of required related training
3	2001 - 3000 hours	80%	240 total hours of required related training
4	3001 - 4000 hours	90%	320 total hours of required related training

The records of the Northwest Laborers Training Trust shall determine the pay scale of all apprentices. Pre-construction training (PCT) does not apply - some

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related training taken prior to registration may apply if approved by the Training Director. Related training hours must be completed as near as possible to each pay raise (i.e. 80 hours of required related training for each 1000 hours of on-the-job training). Classes will be scheduled through the Northwest Laborers Training Program.

B. Laborer (Shipyard Workers)

Step	Number of hours/months	Percentage of journey-level rate	Other
1	0000 - 1000 hours	60%	80 total hours of required related training
2	1001 - 2000 hours	70%	160 total hours of required related training
3	2001 - 3000 hours	80%	240 total hours of required related training
4	3001 - 4000 hours	90%	320 total hours of required related training

The records of the Northwest Laborers Training Trust shall determine the pay scale of all apprentices. Pre-construction training (PCT) does not apply - some related training taken prior to registration may apply if approved by the Training Director. Related training hours must be completed as near as possible to each pay raise (i.e. 80 hours of required related training for each 1000 hours of on-the-job training). Classes will be scheduled through the Northwest Laborers Training Program.

In no event shall the specified journey-level worker wage from which the apprentice percentages are computed be less than 80% of the established prevailing basic wage.

The wage for each trade objective shall be submitted for approval and shall remain in effect until amended.

C. Laborer (City of Seattle)

Step	Number of hours/months	Percentage of journey-level rate	Other
1	0000 - 1000 hours	85%	90 total hours of required related training
2	1001 - 2000 hours	87%	180 total hours of required related training

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3	2001 - 3000 hours	91%	270 total hours of required related training
4	3001 - 4000 hours	94%	360 total hours of required related training

The records of the Northwest Laborers Training Trust and the City of Seattle payroll records shall determine the pay scale of all apprentices.

Related Training hours must be completed as near as possible to each pay raise (i.e. 90 hours of related for each 1000 hours of on-the-job training). Classes will be scheduled through the Northwest Laborers Training Program.

In no event shall the specified journeyperson Laborer entry wage from which the apprentice percentages are computed be less than 80% of the established journeyperson Laborer entry wage rate.

The wage for each trade objective shall be submitted for approval and shall remain in effect until amended.

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VIII. WORK PROCESSES:

The apprentice shall receive on the job instruction and experience as is necessary to become a qualified journey-level worker versed in the theory and practice of the occupation covered by these Standards. The following is a condensed schedule of work experience, which every apprentice shall follow as closely as conditions will permit.

Employers/training agents shall only use registered apprentices to perform the work processes as stated in this section. (WAC 296-05-003 - Definitions)

A. Laborer

APPROXIMATE HOURS

1. General Skills 1600 - 2100

a. Site/Project Preparation and Maintenance 600 - 800

Clearing, bucking, and falling.

Transportation, dismantling, and stockpiling of scaffolding and work platforms.

Grading and compaction.

Layout and staking protocols.

Rigging and signaling for work traditionally performed by construction craft laborers.

Site preparation, clean-up, and security.

b. Tools, Equipment and Materials 600 -800

Tools equipment, and material recognition and preparation.

Hand electric, gas, pneumatic, and power tool/equipment use and maintenance.

Tool, equipment, and material storage and security.

c. Safety..... 400 - 500

Confined space safety

Flagging, signing, and traffic safety awareness.

Hazard material recognition.

Trenching and site excavation.

2. Specific Skills 400 -3000

Apprentices to gain experience in each of the following specific work groups.

a. Environmental Remediation 800 - 1000

Asbestos Abatement

Hazardous Waste Abatement

Lead Abatement

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Petro-Chemical Abatement
Radiation Remediation

- b. **Building Construction** 800 - 1000
Concrete (tending, placement, removal)
Landscaping
Mason/Plasterer Tending
- C. **Heavy/Highway Construction**..... 800 - 1000
Asphalt
Drilling and Blasting
Pipe Laying (work traditionally performed by construction
craft laborers)
Tunnels and Shaft

Total Hours: 4000

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<u>B. Laborer (Shipyard Worker)</u>	<u>APPROXIMATE HOURS</u>
A. General Laborer.....	1000
Sort, salvage and dispose of scrap materials, Firewatch, Carpenter Helpers, clean docks and yards, shops washrooms and toilets, miscellaneous labor in shipyards, loading and unloading carloads of material and related tasks.	
B. Shipyard Laborer	1000
Cleaning bilges and sumps, boilers, uptakes, stacks, chain and storage lockers, steam cleaning, removal of preservatives on ships, ventilation systems (including fan-rooms and ducts) and related tasks.	
C. Dock Labor	1000
Lower docks, set keel and bilge blocks, center and tie up ships, erection of portable staging, removal of barnacles and moss by wire brush, spuds or sand blast, wash down docks or haul in railways, hydroblasting, shot blasting and related tasks.	
D. Specialty Labor	1000
Jackhammer work, facility maintenance including paving, concrete placement, form stripping, cement and cleaning of fresh water tanks, blueprint reading, spill containment booms, lead paint abatement, asbestos abatement, forklift and bobcat operation, power and hand tools (including needle guns, grinders, pneumatic gas and electric pumps) and related tasks.	
TOTAL HOURS:	4000

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<u>C. Laborer (City of Seattle)</u>	<u>APPROXIMATE HOURS</u>
A. General Skills, Site/Project Preparation & Maintenance1200 Clearing, bucking, and filling. Transportation, dismantling & stockpiling of scaffolding and work platforms. Grading and Compaction. Layout and staking protocols. Rigging and signaling for work traditionally performed by construction craft laborers. Site preparation, clean up and security.	
B. Tools, Equipment and Materials800 Tools, equipment, and material recognition & preparation. Hand electric, gas, pneumatic, and power tools/equipment, & material storage & security.	
C. Safety500 Confined space safety. Flagging, signing, & traffic safety awareness. Hazard material recognition. Trenching and site excavation.	
D. Environmental Remediation300 Hazardous Waste Abatement (such as Lead Abatement, Asbestos Removal and other hazardous waste).	
E. Building Construction1200 Concrete (tending, placement, removal), Landscaping, Asphalt, Pipe Laying (work traditionally performed by construction craft laborers)	
TOTAL HOURS:	4000

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IX. RELATED/SUPPLEMENTAL INSTRUCTION:

The apprentice must attend related/supplemental instruction. Time spent in related/supplemental instruction will not be considered as hours of work, and the apprentice is not to be paid for time so spent, unless otherwise stated in these Standards.

The sponsor/training agent must provide for instruction of the apprentice during the related/supplemental instruction in safe and healthful work practices in compliance with the Washington Industrial Safety and Health Act, and applicable federal and state regulations.

In case of failure on the part of any apprentice to fulfill this obligation, the sponsor has authority to take disciplinary action (see Administrative/Disciplinary Procedures section).

Clock hours of actual attendance by the apprentice in related/supplemental instruction classes at the community/technical college or other approved training locations shall be reported to L&I on a quarterly basis for verifying attendance and industrial insurance purposes.

For industrial insurance purposes, the WSATC will be considered as the employer should any apprentice, not being paid to attend, sustain an injury while participating in related/supplemental classroom activity, or other directly related activity outside the classroom. The activities must be at the direction of the instructor.

The methods of related/supplemental training must consist of one or more of the following:

- ☐ Supervised field trips
- ☐ Approved training seminars
- ☐ A combination of home study and approved correspondence courses
- ☒ State Community/Technical college
- ☐ Private Technical/Vocational college
- ☒ Training trust
- ☐ Other (specify)

Laborers and Laborers (Shipyard Workers)

144 Minimum RSI hours per year, (see WAC 296-05-305(5))

Laborers (City of Seattle)

180 Minimum RSI hours per year, (see WAC 296-05-305(5))

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Additional Information:

Definitions (not elsewhere listed):

MANAGEMENT shall mean any employer having contractual relationship with the Local Union which subscribes to terms and conditions of these Apprenticeship Standards and which has facilities and equipment to properly train an apprentice.

LABOR shall mean the Washington and Northern Idaho District Council of Laborers and its Affiliated Locals.

X. ADMINISTRATIVE/DISCIPLINARY PROCEDURES:

Sponsors may include in this section requirements and expectations of the apprentices and training agents and an explanation of disciplinary actions that may be imposed for noncompliance. The sponsor has the following disciplinary procedures that they may impose: Disciplinary Probation, Suspension, or Cancellation.

Disciplinary Probation: A time assessed when the apprentice's progress is not satisfactory. During this time the program sponsor may withhold periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action. A disciplinary probation may only be assessed after the initial probation is completed. During the disciplinary probation, the apprentice has the right to file an appeal of the committee's action with the WSATC (as described in WAC 296-05-009).

Suspension: A suspension is a temporary interruption in progress of an individuals apprenticeship program that may result in the cancellation of the Apprenticeship Agreement. Could include temporarily not being allowed to work, go to school or take part in any activity related to the Apprenticeship Program until such time as the Apprenticeship Committee takes further action.

Cancellation: Refers to the termination of an apprenticeship agreement at the request of the apprentice, supervisor, or sponsor. (as described in WAC 296-05-009).

A. General Procedures

1. Laborer and Laborer (Shipyard Worker)

The results of all employer administered substance abuse tests shall be furnished to the training program. Failure of a substance abuse test will result in disciplinary action and/or termination from the apprenticeship program.

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Disciplinary Action:

First offense: 30 days of non-eligibility for out-of-work-list registration.

Second offense: Termination from the Apprenticeship Program.

2. Laborer (City of Seattle)

As determined and set forth by the Sub-Committee or under the collective bargaining agreement.

B. Local Apprenticeship Committee Policies

- 1. Must accept all job referrals within a 60-70 mile radius of their normal dispatch.**
- 2. Must place themselves on the out-of-work list (OOWL) when not working for a contractor or employer.**
- 3. Must send in work process hours as required by the Northwest Laborers JATC.**
- 4. If we have tried to contact an applicant two documented times by mail for orientation with no success; the application will be considered non-active.**
- 5. An apprentice may turn down work in the classification of traffic control after 400 hours of on-the-job training have been completed prior to dispatch, but the apprentice may not quit in the middle of a job or if already dispatched.**
- 6. Refusal or inability to take a drug test shall be considered a failure.**
- 7. An apprentice has the right to refuse work prior to dispatch under the Memorandum of Understanding for Private Residential/Mixed Use Building Work. An apprentice may not quit a job under this agreement once dispatched.**
- 8. Policy for unexcused absences for apprentices.**
 - a. First unexcused absence: A letter of warning from the apprenticeship program will be sent by regular mail to the apprentice explaining the consequences of failing to participate in mandatory training requirements. The Coordinator will make every effort to contact the apprentice by phone or in person to explain the consequences of additional unexcused absences. The Coordinator in conjunction with**

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the Local JETC will make every effort to contact the contractor to determine the reason for the apprentice's failure to attend mandatory related training. The Coordinator will assign a replacement class date at this time.

- b. **Second unexcused absence:** The Coordinator and Business Manager (or his designee) will visit the apprentice at the jobsite and notify the apprentice of their requirement to attend a local JETC meeting and explain or account for their actions. The Coordinator will assign a replacement class date at this time. The JETC will hear the apprentice's argument and explain the consequences for any additional unexcused absences from mandatory related training. The JETC will notify the apprentice that a third unexcused absence will result in termination from the apprenticeship program. The apprentice will also be required to sign a document that they understand the consequences of another unexcused absence.
- c. **The apprentice will be terminated from the program and removed from the jobsite. A letter from the Apprenticeship Program will be sent by regular and registered mail notifying them of their termination from the program. An apprentice may appeal the termination decision to the JATC at their next regularly scheduled meeting upon written request from the apprentice within 20 days from the action taken.**

C. Complaint and Appeal Procedures:

All approved programs must establish procedures explaining the program's complaint review process. Complaints that involve matters covered by a collective bargaining agreement are not subject to the complaint review procedures in this section.

Complaint (after initial probation completed) – WAC 296-05-009 and 296-05-316(21)

- Prior to: 20 days of intention of disciplinary action by a committee/organization
- Committee/organization must notify the apprentice in writing of action to be taken
 - Must specify the reason(s) for discipline, suspension, or cancellation
 - Decision will become effective immediately
 - Written reason(s) for such action will be sent to the apprentice
- Within: 30 days request for reconsideration from the committee
- Apprentice to request local committee to reconsider their action
- Within: 30 days of apprentice's request for reconsideration

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- Local committee/organization must provide written notification of their final decision

If apprentice chooses to pursue the complaint further:

Within: 30 days of final action

- Apprentice must submit the complaint in writing to the supervisor (L&I)
- Must describe the controversy and provide any backup information
- Apprentice must also provide this information to the local committee/organization

Within: 30 days for supervisor to complete investigation

- If no settlement is agreed upon during investigation, then supervisor must issue a written decision resolving the controversy when the investigation is concluded

If the apprentice or local committee/organization disputes supervisor decision:

Within: 30 days of supervisor's decision, request for WSATC hearing

- Request must be in writing
- Must specify reasons supporting the request
- Request and supporting documents must be given to all parties
- WSATC must conduct the hearing in conjunction with the regular quarterly meeting

Within: 30 days after hearing

- WSATC to issue written decision

XI. COMMITTEE – RESPONSIBILITIES AND COMPOSITION

NOTE: The following is an overview of the requirements associated with administering an apprenticeship committee and/or program. These provisions are to be used with the corresponding RCW and/or WAC.

The sponsor is the policymaking and administrative body responsible for the operation and success of this apprenticeship program. A committee is responsible for the day-to-day operations of the apprenticeship program and they must be knowledgeable in the process of apprenticeship and/or the application of Chapter 49.04 RCW and Chapter 296-05 WAC. Sponsors must develop procedures for:

- A. Committee Operations (WAC 296-05-316): (Not applicable for Plant Programs)
Convene meetings at least three times per year of the program sponsor and apprenticeship committee attended by a quorum of committee members as defined in

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the approved Standards. If the committee does not indicate its definition of quorum, the interpretation will be “50% plus 1” of the approved committee members. Conference call meetings may be conducted in lieu of regular meetings but must not exceed the number of attended meetings and no disciplinary action can be taken during conference call meetings.

B. Program Operations (Chapter 296-05 WAC - Part C & D):

1. The sponsor will record and maintain records pertaining to the local administration of the apprenticeship program and make them available to the WSATC or its representative on request.

Records required by WAC 296-05-400 through 455 (see Part D of Chapter 296-05 WAC) will be maintained for five (5) years; all other records will be maintained for three (3) years.

2. The sponsor will submit to L&I through the assigned state apprenticeship coordinator the following list:

Forms are available on line at <http://www.LNI.wa.gov/scs/apprenticeship> or from your assigned apprenticeship coordinator.

- Apprenticeship Agreement Card – within first 30 days of employment
 - Authorization of Signature - as necessary
 - Authorized Training Agent Agreements (committee approving or canceling) – within 30 days
 - Apprenticeship Committee Meeting Minutes – within 30 days of meeting (not required for Plant program)
 - Change of Status – within 30 days of action by committee, with copy of minutes
 - Journey Level Wage – at least annually, or whenever changed
 - Revision of Standards and/or Committee Composition - as necessary
 - RSI (Quarterly) Reports:
 - 1st quarter: January through March, by April 10
 - 2nd quarter: April through June, by July 10
 - 3rd quarter: July through September, by October 10
 - 4th quarter: October through December, by January 10
3. Adopt, as necessary, local program rules or policies to administer the apprenticeship program in compliance with these Standards that must be submitted for L&I approval and updating these Standards. The L&I apprenticeship program manager may administratively approve requests for revisions in the following areas of the Standards:
 - Program name
 - Section III: Conduct of Program Under Washington Equal Employment Opportunity Plan
 - Section VII: Apprentice Wages and Wage Progression

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- Section IX: Related/Supplemental Instruction
- Section XI: Committee - Responsibilities and Composition (including opening statements)
- Section XII: Subcommittees
- Section XIII: Training Director/Coordinator

C. Management of Apprentices:

1. Each apprentice (and, if under 18 years of age, the parent or guardian) will sign an apprenticeship agreement with the sponsor, who will then register the agreement, with L&I before the apprentice attends the related/supplemental instruction classes, or within the first 30 days of employment as an apprentice. For the purposes of industrial insurance coverage and prevailing wage exemption under RCW 39.12.021, the effective date of registration will be the date the agreement is received by L&I.

L&I must be notified within 30 days of program approval, of all requests for disposition or modification of agreements, with a copy of the committee minutes approving the changes, which may be:

- Certificate of completion
 - Additional credit
 - Suspension (i.e. military service or other)
 - Reinstatement
 - Cancellation and/or
 - Corrections
2. Rotate apprentices in the various processes of the skilled occupation to ensure the apprentice is trained to be a competent journey-level worker.
 3. Periodically review and evaluate apprentices before advancement to the apprentice's next wage progression period. The evidence of such advancement will be the record of the apprentice's progress on the job and during related/supplemental instruction.
 4. The sponsor has the obligation and responsibility to provide, insofar as possible, continuous employment for all apprentices in the program. The sponsor may arrange to transfer an apprentice from one training agent to another, or to another sponsor when the sponsor is unable to provide reasonably continuous employment, or they are unable to provide apprentices the diversity of experience necessary for training and experience in the various work processes as stated in these Standards. The new sponsor or training agent will assume all the terms and conditions of these Standards. If, for any reason, a layoff of an apprentice occurs, the apprenticeship agreement will remain in effect unless canceled by the sponsor.
 5. An apprentice who is unable to perform the on-the-job portion of apprenticeship training may, if the apprentice so requests and the sponsor approves, participate in

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related/supplemental instruction, subject to the apprentice obtaining and providing to the sponsor written requested document/s for such participation. However, time spent will not be applied toward the on-the-job portion of apprenticeship training.

6. Hear and adjust all complaints of violations of apprenticeship agreements.
7. Upon successful completion of apprenticeship, as provided in these Standards, and passing the examination that the sponsor may require, the sponsor will recommend that the WSATC award a Certificate of Completion of Apprenticeship. The program will make an official presentation to the apprentice that has successfully completed his/her term of apprenticeship.

D. Training Agent Management:

1. Offer training opportunities on an equal basis to all employers and apprentices. Grant equal treatment and opportunity for all apprentices through reasonable working and training conditions and apply those conditions to all apprentices uniformly. Provide training at a cost equivalent to that incurred by currently participating employers and apprentices. Not require an employer to sign a collective bargaining agreement as a condition of participation.
2. Determine the adequacy of an employer to furnish proper on-the-job training in accordance with the provisions of these Standards. Require all employers requesting approved training agent status to complete an approved training agent agreement and comply with all federal and state apprenticeship laws and the appropriate apprenticeship Standards.
3. Submit approved training agent agreements to the department with a copy of the agreement and/or the list of approved training agents within thirty days of committee approval. Submit rescinded approved training agent agreements and/or the list of approved training agents to the department within thirty days of said action.

E. Composition of Committee: (see WAC 296-05-313)

Apprenticeship committees must be composed of an equal number of management and non-management representatives composed of at least four members but no more than twelve. If the committee does not indicate its definition of a quorum, the interpretation will be "50% plus 1" of the approved committee members.

Apprenticeship committees shall elect a chairperson and a secretary who shall be from opposite interest groups, i.e., chairperson-employers; secretary-employees, or vice versa; EXCEPT, this does not apply where the Registration Agency represents the apprentice(s).

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For plant programs the WSATC or the department designee will act as the employee representative.

Quorum: **At least one member from Labor and one member from Management constitutes a quorum.**

Program type administered by the committee: **GROUP JOINT**

The employer representatives shall be:

**Monte Geiger, Secretary
South 2808 Needham
Veradale, WA 99037**

**Doug Peterson
AGC of Washington
1200 Westlake Ave. N., Suite 301
Seattle, WA 98109-3528**

**Don Carrell
c/o Lease Crutcher Lewis
107 Spring St
Seattle, WA 98104**

The employee representatives shall be:

**Larry Bindner, Chair
District Council Office
805 164th Street SE, Suite 101
Mill Creek, WA 98012**

**J. Kim Williams
Laborers Local 440
565 13th Avenue
Seattle, WA 98122**

**Craig Gruenig
Laborers Local 238
1330 N Calispel
Spokane, WA 99201-2316**

XII. SUBCOMMITTEE:

Subcommittee(s) approved by L&I, represented equally from management and non-management, may also be established under these Standards, and are subject to the main committee. All actions of the subcommittee must be approved by the main committee.

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Laborers - (City of Seattle)

Representatives from the City of Seattle and Employee Organizations.

EMPLOYER REPRESENTATIVES:

**Nettie Dokes (Chair)
700 5th Avenue, Suite 3300
Seattle, WA 98104**

EMPLOYEE REPRESENTATIVES:

**John Masterjohn
Local 1239
2800 1st Avenue, Suite 301
Seattle, WA 98121**

XIII. TRAINING DIRECTOR/COORDINATOR:

The sponsor may employ a person(s) as a full or part-time training coordinator(s)/training director(s). This person(s) will assume responsibilities and authority for the operation of the program as are delegated by the sponsor.

**Michael B. Warren, Director
27055 Ohio Avenue
Kingston, WA 98346**

OR

**Tom P. Reed, Assistant Director
27055 Ohio Avenue
Kingston, WA 98346**